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OFFICIAL RECORDS
OF MOHAVE COUNTY
JOAN MCCALL,
COUNTY RECORDER



5/15/06 2:55 PM Fee: \$20.00
DOC TYPE: AMCCR
PAID BY: STATE TITLE AGENCY INC-2

When recorded return to:
J.R. Group, LLC
PO Box 2683
Lake Havasu City, AZ 86405

**FIRST AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AFFECTING LOTS 1 THROUGH 31, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 4;
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 5,
WINTERHAVEN ESTATES, TRACT 4069
MOHAVE COUNTY, ARIZONA**

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made and entered into this 8th day of MAY, 2006, by J.R. GROUP, LLC, an Arizona limited liability company, hereinafter called "Declarant", as the owner of those Lots described herein in Winterhaven Estates, Tract 4069 has executed this Declaration of Covenants, Conditions and Restrictions to run with the real property herein described for the purposes as hereinafter set forth.

RECITALS:

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion thereof Lots described herein 4069 more specifically described as Lots 1 through 31, inclusive, Block 1; Lots 1 through 28, inclusive, Block 2; Lots 1 through 28, Block 3; Lots 1 through 28, Block 4; Lots 1 through 22, inclusive, Block 5, Winterhaven Estates, Tract 4069 hereinafter referred to as "Lot" or "Lots" or collectively as the "Project"; and desires to subject the same to certain protective reservations, covenants, conditions and restrictions between it and the acquirers and/or users of the Lots described herein.

DECLARATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said tract, and that this declaration is designed for the mutual benefit of all the Lots described herein and Declarant has fixed and

does hereby fix the protective conditions upon and subject to which the Lots in the Project and all interest therein shall be held, leased or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of all Lots described herein and of each owner thereof, and shall run with the land, and shall inure to and pass with each Lot described herein, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every Lot, as a mutual equitable servitude in favor of each and every other Lot, or portion thereof as the dominant tenement.

Every conveyance of any of said property or portions thereof shall be and is subject to the said Covenants, Conditions and Restrictions as more particularly set forth below.

ARTICLE 1 COMMITTEE OF
ARCHITECTURE

Declarant shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of three (3) persons. Declarant shall have the further power to create and fill vacancies on the Committee. As long as Declarant owns a Lot within the subdivision, Declarant shall appoint the members of the Committee of Architecture. The initial members shall be Ralph Robertson, John C. Stacey, Sr. and Hope S. Danko. The initial address of said Committee shall be PO Box 2683, Lake Havasu City, Arizona 86405. Any and all vacancies during such period shall be filled on designation by Declarant. Nothing herein contained shall obligate or preclude Declarant from assigning all rights, duties and obligations of the Architecture Committee to a corporation organized and formed for and whose members consist of the owners of Lots within this subdivision. Nor shall any provision contained herein obligate or preclude the owners from creating a corporation to serve as the Architectural Control Committee once Declarant's rights to control has (1) expired or (2) been relinquished.

No building, porch, fence, patio, ramada, awning or other structure shall be erected, altered, added to, placed upon or permitted to remain upon the Lots in the Project, or any part of any such Lot, until and unless approval of the plans for the improvements have been approved by the Committee of Architecture.

All plans and specifications for any new building or other structure shall be prepared by a licensed architect or designer and shall include, without limitation, floor, elevation, plot and specifications for the principal exterior materials; description of color schemes; and landscaping plans. The plans and specifications for any alteration, modification or addition to the exterior of any existing building or improvement including, without limitation, alterations such as exterior painting (except for repainting with same color paint) and changes in or addition of walls or

fencing, shall contain the same information as is required for any new building or other improvement, except that plans for nonstructural alterations, modifications or additions need not be prepared by an architect. After approval of any plans, specifications and other materials, the Committee shall provide said Owner with a statement of approval.

It shall be the general purpose of this Committee to provide for maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision. The Committee shall be guided by, and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. The Committee is vested with a great deal of discretion in reviewing applications and granting approvals. The Committee shall, in reviewing plans, specifications and other materials submitted to it, consider the suitability of the proposed building or other improvements for the area in which it will be located; the quality of the materials to be used in construction; and the effect of the proposed building or other improvement on the Property, and other Lots. Notwithstanding any other provision of this Declaration, it shall remain the prerogative within the jurisdiction of the Committee to review applications and grant approvals for exceptions or variances to this Declaration. Variations from these requirements and in general other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located within the tract, all in the sole opinion of the Committee.

The Committee shall assess fees to review plans in an amount that does not exceed \$350.00.

Said Committee, in order to carry out its duties, may adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any Lot owners upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of said rules and regulations shall be deemed to be any part or portion of this Declaration or the conditions herein contained.

The Committee of Architecture and its members, when acting in good faith and due diligence, shall not be liable to any Owner or any other person for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any plans, specifications or

materials, including, but not limited to, flood control plans, whether or not defective; the construction or performance of any work, whether or not pursuant to approved plans, specifications and materials; the development or manner of development of any land within the property; the execution or recordation of a form of approval or disapproval pursuant to this article, whether or not the facts stated therein are correct; the performance of any other function pursuant to the provisions of this Declaration; or any other act or omission of the Committee or member thereof.

The Committee shall determine whether the conditions contained in this Declaration are being complied with.

ARTICLE II LAND USE

A. General

1. **Permitted Use.** The Lots in Winterhaven Estates, Tract 4069 subject to this Declaration as more particularly described below shall be used for single family residential, homes only, (consistent with land use regulations established by Bullhead City Zoning Ordinance or subsequent municipality: Lots 1 through 31, inclusive, Block 1; Lots 1 through 28, inclusive, Block 2; Lots 1 through 28, Block 3; Lots 1 through 28, Block 4; Lots 1 through 22, inclusive, Block 5, Winterhaven Estates, Tract 4069, Mohave County, Arizona. Manufactured homes are expressly prohibited.

2. **Rights of Developers.** Notwithstanding any other provision of this Declaration to the contrary, a Developer shall have the right to maintain sales trailers, construction trailers or model homes on Lots owned by the Developer and to construct and maintain parking areas for the purpose of accommodating the person visiting such model homes and/or trailers provided: (i) the plans and specifications for the model homes or such trailers have been approved in writing by the Architectural Committee; (ii) the location and design of the parking areas incidental to such model homes or trailers has been approved in writing by the Architectural Committee; (iii) the opening and closing hours for such sales trailers or model homes have been approved in writing by the Architectural Committee; and (iv) the construction, operation and maintenance of such model homes otherwise complies with all provisions of this Declaration. Notwithstanding any other provision of this Declaration to the contrary, a developer may store supplies of bricks, block, lumber and other building materials on the Lot owned by Developer provided such materials are kept in areas approved in writing by the

Architectural Committee which may require the screening of such storage areas. In addition, normal construction activities of the Developer in connection with the construction of Improvements shall not be considered a nuisance or otherwise prohibited by this Declaration. A Developer constructing Improvements on Lots shall keep the Lots in a clean, safe and neat condition free of weeds, trash and debris.

3. **Height; Roofing Materials.** Each building constructed, erected, or placed upon any Lot in the Project shall have a maximum building height equivalent to two (2) stories, not to exceed a height of twenty-eight (28) feet from the surface of the Lot to the peak of the highest projection thereof. All roofs shall be covered with a 30-year composition dimensional shingle, or other material as approved by the Committee of Architecture. Flat roof residences with parapet walls are permitted.

4. **Roof Air Conditioners and Evaporative Coolers Prohibited.** No air conditioning units, appurtenant equipment or evaporative coolers may be mounted, installed or maintained on the roof of any Residential Unit or other building so as to be visible from neighboring property.

5. **Setback.** Each building constructed, erected or placed on any Lot in the Project shall be set back a minimum of twenty (20) feet from the front property lines, fifteen (15) feet from the rear property lines, and five (5) feet from the side property lines (except corner Lots which shall be set back ten (10) feet from the street side property line). Each building shall be situated within the platted Lot.

6. **Fences and Walls.** Concurrent with the completion of the building, each improved Lot shall have a fence or wall erected along the rear property line and on the side property lines to the rear wall of the residence. The fence or wall shall then tie into the side walls of the residence. Any gate placed in the side yard setback shall be vision obscuring so as to conceal from public view items being stored in the rear and side yard setbacks. Fences or walls shall be decorative in nature and be constructed of block, stucco, slump stone or such material as approved by the Committee of Architecture. Chain link and wooden fences are expressly prohibited.

7. **Lighting.** All outside lighting shall be installed or placed so as to not disturb or detract from the peaceful harmony and the aesthetic quality of the neighborhood nor shall any lighting be placed or installed such that it constitutes a nuisance to neighboring property. All outside lighting shall be approved by the Architectural Review Committee prior to installation. Notwithstanding the foregoing, Owners or Occupants of Lots may display temporary holiday lighting during the Christmas season, provided that no such lighting shall be permitted

other than from Thanksgiving to January 15 or such other permissible time frame established by the Committee.

8. **Landscaping.** Concurrent with the completion of the building, each improved lot shall have landscaping, including irrigation systems. All plantings shall be selected from a list promulgated by the Architectural Review Committee or Bullhead City Municipal Code. Landscaping designs shall reflect the southwest character of the development and arid climate and be water conservative. The use of rocks, boulders, colored rock, colored gravel, sidewalks and patios may be used to create imaginative landscaping. Gray landscape gravel may be used providing the front yard landscaping contains a minimum of 20 percent colored gravel accents. No tree, shrub, or plant of any kind on any Lot or parcel may overhang or otherwise encroach upon any sidewalk or other pedestrian or bikeway from ground level to a height of eight (8) feet, without the prior approval of the Architectural Review Committee.

9. **Time for Construction.** All buildings erected upon the Lots within the subdivision shall be of new construction. All such buildings must be completed within twelve (12) months from the commencement of construction or eighteen (18) months following the issuance of approval by the Committee of Architecture, whichever shall occur sooner.

10. **Minimum Square Footage Requirement.** No house shall be erected, placed or permitted to remain upon any Lot which shall contain less than one thousand (1,000) square feet of living area under roof exclusive of any porch, patio, ramada, awning, carport, garage or basement. Said house shall contain a garage of not less than four hundred (400) square feet of enclosed area under roof exclusive of any porch, patio, ramada, awning, and carport. No travel trailer, recreational vehicle, camper or other temporary structure shall at any time be used as a residence.

11. **Animals.** No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, and shall be fenced or leashed at all times.

12. **Maintenance of Lot.** No Lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles, inoperative vehicles or other unsightly objects shall be permitted to be placed or to remain upon said Lot. In the event of any owner not complying with the above provisions, the corporation that serves as the Committee of Architecture whose members are the Lot owners, Declarant, or its successor and assigns, shall have the right to enter upon the

land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

13. **Rights and Duties of Owners with Respect to Party Walls and Fences.**

The Owners of contiguous lots who have a Party Wall or Party Fence shall both equally have the right to use such wall or fence, provided that such use by one owner does not interfere with the use and enjoyment of same by the other owner. In the event that any Party Wall or Fence is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Party Wall or Fence without cost to the other adjoining lot Owner or Owners. In the event any such Party Wall or Party Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall or Fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

14. **Signs; Advertisement.** No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved Lots. No signs shall be erected or allowed to remain on any Lots, improved or otherwise; provided, however, that an owner may place on his Lot "For Sale" signs, "For Lease" signs or "For Rent" signs so long as they are of reasonable dimensions.

15. **Utilities.** No individual water supply system (private well) shall be allowed on any Lot in the subdivision. All dwellings shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings constructed on said property. All bathrooms, toilets or sanitary conveniences shall be connected to central sewer system in accordance with the requirements and standards of Municipal, County and State laws, rules and regulations and in accordance with sound engineering, safety and health practices.

16. **Storage.** The storage of inoperative, damaged or junk motor vehicles and appliances and of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from the view of the public right-of-way and adjacent landowners. Trash for collection may be placed at the

street right-of-way line on regular collection days for a period not to exceed twelve hours prior to pickup.

17. **Parking.** Vehicles shall be parked in driveways. No vehicle shall be parked in a driveway or within the project, including public streets, for more than seven (7) consecutive days. Long-term storage of motor vehicles is prohibited unless screened from view. Storage of any type, short or long term, of inoperable vehicles is prohibited.

18. **Alteration of Topographical Conditions.** Under no circumstances shall any owner of any Lot or parcel of land be permitted to deliberately alter the topographic conditions of his Lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from his property onto any adjoining property or public right-of-way, or redirect the flow.

19. **Noxious or Offensive Activities; Nuisance.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

20. **Subdivision of Lots; No Construction Across Lot Lines.** No Lot shall be conveyed or subdivided smaller than that shown or delineated upon the original plat map. A residence shall not be constructed across platted Lot lines.

21. **Prohibited Activities.** None of the premises shall be used for other than residential purposes. Business and agricultural activities of all types are specifically prohibited. Any use or purpose whatsoever which shall increase the fire hazard to any other of the said structures located upon the premises or which shall generate, give off, discharge or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner constitute a health menace or public or private nuisance to the detriment of the owner or occupant of any structure located within the premises or violate any applicable law are prohibited.

22. **Duration of Conditions, Covenants and Restrictions.** These covenants, restrictions, reservations and conditions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the Lots on all of the property then subject to these conditions. Notwithstanding anything to the contrary herein, this Declaration may be amended by a written instrument executed and acknowledged by the

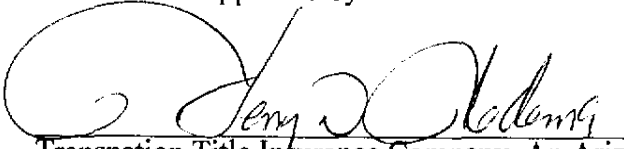
then owners of no less than seventy five percent (75%) of the Lots subject to these conditions. Notwithstanding anything herein to the contrary, prior to the Declarant having sold eighty percent (80%) of the Lots that are subject to this instrument, Declarant may make any reasonable, necessary or convenient amendments in these restrictions and said amendments shall supersede or add to the provisions set forth in this instrument from and after the date the duly executed document setting forth such amendment is recorded in the Mohave County Recorder's Office.

23. **Enforcement.** If there shall be a violation or threatened or attempted violation of any of the foregoing covenants, conditions or restrictions it shall be lawful for Declarant, its successors or assigns, the corporation whose members are the Lot owners or any person or persons owning real property located within the resubdivision to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, restrictions or conditions and prevent such violating party from so doing or to recover damages or other dues for such violations. In addition to any other relief obtained from a court of competent jurisdiction, the prevailing party may recover a reasonable attorney fee as set by the court. No failure of the Declarant or any other person or party to enforce any of the restrictions, covenants or conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of the restrictions, covenants or conditions as set forth herein, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now on record, or which may hereafter be placed on record.

24. **Conflicts: Severance.** In the event that any of the provisions of this Declaration conflict with any other of the sections herein, or with any applicable zoning ordinance, the more restrictive shall govern. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last Members of J.R. Group, LLC, or twenty-one (21) years after the death of the last survivor of all of said Member's children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

25. **Interchangeability of Gender Terms.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Ratified and Approved by:




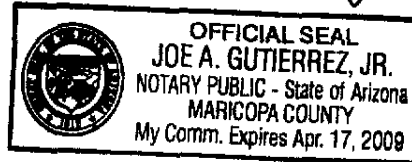
Transnation Title Insurance Company, An Arizona Corporation
As Trustee Under Trust No. 7405
By: Henry D. Iedema
Its: Assistant Secretary

STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

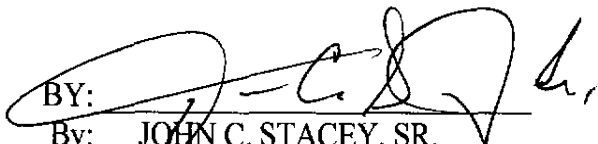
On this, the 8th day of May, 2006, before me, the undersigned notary public, personally appeared Henry D. Iedema, who acknowledged himself to be an Assistant Secretary of Transnation Title Company and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Trustee, by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
April 17, 2009


Notary Public

J.R. GROUP, LLC,
an Arizona limited liability company

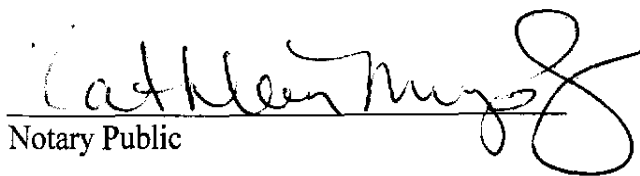
BY: 
By: JOHN C. STACEY, SR.
Its: Authorized Member

STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

On this, the 11th day of MAY, 2006, before me, the undersigned notary public, personally appeared John C. Stacey, Sr., who acknowledged himself to be the authorized member of J.R. GROUP, LLC, an Arizona limited liability company, and that he, as such Partner being authorized so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
10-29-2007


Notary Public

